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**Title: The Master Builders' Association of Western Pennsylvania, Inc. and The Master Interior Contractors' Association of Greater Pittsburgh, Pennsylvania and Western Pennsylvania Regional District Council of Carpenters of the United Brotherhood of Carpenters and Joiners of America (UBC), AFL-CIO (1998)**

**K#: 8455**

**Employer Name: The Master Builders' Association of Western Pennsylvania, Inc. and The Master Interior Contractors' Association of Greater Pittsburgh, Pennsylvania**

**Location: PA Western**

**Union: Western Pennsylvania Regional District Council of Carpenters of the United Brotherhood of Carpenters and Joiners of America (UBC), AFL-CIO**

**Local:**

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**Sector: P**

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K 8455  
5,000 window

94 pgs.

# CARPENTERS' CONTRACT

Entered into Between

**WESTERN PENNSYLVANIA REGIONAL  
DISTRICT COUNCIL of CARPENTERS**

*of the*

**UNITED BROTHERHOOD OF CARPENTERS  
AND JOINERS OF AMERICA  
AFL-CIO**

*and*

**The Master Builders' Association  
of Western Pennsylvania, Inc.**

*and*

**The Master Interior Contractors'  
Assn. of Greater Pittsburgh, PA**



**Effective: June 1, 1998 to May 31, 2005**

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unemployed whom they consider qualified and satisfactory to perform the necessary work.

- b. In the event the Union fails to furnish Carpenters within forty-eight (48) hours, the Employer may secure Employees from other sources.

**ARTICLE XII**  
**UBC International Health and Safety**  
**Fund, the International Apprentice Fund,**  
**Labor-Management Education**  
**Development Fund**  
**and the National Floor and Wall Fund**  
**Contributions**

**Section 1.** UBC Health and Safety Fund. The Employer agrees to contribute two (\$.02) cents per hour paid to the UBC Health and Safety Fund. This money shall be designated as an employer contribution and made payable to the Carpenters' Combined Funds to be distributed to the UBC Health and Safety Fund.

**Section 2.** UBC Apprentice Fund. The Employer agrees to contribute two (\$.02) cents per hour paid to the UBC Apprentice Fund. This money shall be designated as an Employer contribution and made payable to the

## **CONTRACT**

**June 1, 1998 - May 31, 2005**

## **AGREEMENT**

**This Contract entered into as of the 1st day of June, 1998 by and between the MASTER BUILDERS' ASSOCIATION OF WESTERN PENNSYLVANIA, INC., and the MASTER INTERIOR CONTRACTORS ASSOCIATION OF GREATER PITTSBURGH, PENNSYLVANIA, as negotiating agent for, and on behalf of, its regular and associate members, and other associations who have given power of attorney to the Master Builders' Association and the Master Interior Contractors' Association to bargain as their negotiating agent, hereinafter referred to as Employers; and the WESTERN PENNSYLVANIA REGIONAL DISTRICT COUNCIL OF CARPENTERS of the UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, AFL-CIO for and on behalf of its affiliated Building Construction Local Unions hereinafter referred to as the Union, for the purpose of establishing the rate of wages; hours of work, conditions under which employees shall work for the Employers; to insure and define trade autonomy as set forth in the International Constitution and By-Laws of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO on all**

construction work in the geographical area covered by this Agreement, including but not limited to commercial, institutional, industrial, and manufacturing projects and facilities, and all related work such as but not limited to airports and fields, athletic fields, swimming pools, sewers, water mains, grade separations, foundations, parking lots and areas, driveways, access roads, piers, abutments, retaining walls, viaducts, aqueducts, shafts, tunnels, drainage projects, sanitation projects, water projects, irrigation projects, flood control projects, reclamation projects, reservoirs, water supply projects, water power development projects, hydro-electric development projects, above grade train and subway stations, round houses and maintenance and/or repair facilities and any other work mutually agreed upon to facilitate, without resort to strikes, slowdowns, or lockouts, peaceful adjustment of all grievances and disputes which may from time to time arise between the employers and employees engaged in construction work in the following Counties of Western Pennsylvania, and the Local Union mentioned, by County on whose behalf the District Council is authorized to negotiate this Agreement:

Allegheny County	Local Unions 142, 165, 211, 230;
Armstrong County	Local Unions 333 and 462;

Beaver & Butler Counties Local Union 922;  
Fayette County Local Union 1010;  
Greene County Local Unions 541  
and 1010;  
Lawrence County Local Union 268;  
Washington County Local Union 541;  
Westmoreland County Local Unions 333 and 462;

Floor Coverers/Decorators Local Union 1759

and also for the purpose of preventing other waste and unnecessary and avoidable expenses, annoyance or delays making costs as low, stable and certain as possible, consistent with fair wage rates, for the advancement of Labor and Management in skill and productivity.

### **RECOGNITION**

The Employer recognizes the Western Pennsylvania Regional District Council of Carpenters as the collective bargaining agent for the employees who are represented by the Union on commercial, industrial and institutional building construction projects undertaken by the Employer within the geographical jurisdiction of the Union.

This Contract is negotiated by the Master Builders' Association of Western Pennsylvania, Inc., and Master Interior Contractors Association of Greater Pittsburgh, Pennsylvania acting as agents only for its present and future members



and those referred to above, hereinafter referred to as the Employers. For any breach of this Contract, the liability of the Master Builders' Association of Western Pennsylvania, Inc., and the Master Interior Contractors Association of Greater Pittsburgh, Pennsylvania shall be only that of negotiating agent acting without liability for the acts of individual members.

It is further understood that no liability shall arise on the part of the Employer or the Union by reason of any unauthorized act by any Employee or member respectively unless and until such unauthorized act is brought to the attention of the Employer or the Union and that party is given a reasonable opportunity to correct said act or ratify same.

## **ARTICLE I**

### **Term of Contract**

**Section 1.** The term of this Contract shall be from June 1, 1998 to and including May 31, 2005.

**Section 2.** Should the Employer or the Union desire to change or terminate this Contract on May 31, 2005, notification by the party requesting the same must be submitted in writing to the other party not less than sixty (60) days prior to May 31, 2005, otherwise this Contract shall continue in full force and effect until May 31, 2006, and annually thereafter in the absence of such notification.

**Section 3.** Notification of all resignations and new memberships in the Master Builders Association and the Master Interior Contractors Association shall be given in writing to the Western Pennsylvania Regional District Council of Carpenters within thirty (30) days from the effective date of the resignation, or new membership.

## **ARTICLE II**

### **Declaration of Principles**

**Section 1.** The Employers and the Union hereby adopt the following principles as an absolute basis for this Contract:

- a. There shall be no limitation as to the amount of work a member shall perform during the working day.
- b. There shall be no restriction of the use of any safety-approved machinery or tools (welding torch is considered a tool of the Trade) when furnished by the Employer.
- c. No unauthorized person shall have the right to interfere with working members during working hours.
- d. The Employer or his agents shall not use abusive language or employ excessive rushing tactics on jobs.

- e. The foreman shall be selected by, and be the agent of the Employer and shall be responsible for having this Contract carried out in full. All foremen shall be members of a Local Union affiliated with the Western Pennsylvania Regional District Council of Carpenters.
- f. Workmen shall be at liberty to work for any signatory contractor. They shall demand and receive the wages, fringe benefits and conditions agreed upon in this Contract.
- g. Employers shall be at liberty to hire employees of their choice. The Employer may discharge for just cause, except for Union activities. Under no circumstances shall a shop steward be dismissed without first consulting with the Representative of the Union.
- h. The parties hereto agree to comply with Title VII of the Civil Rights Act of 1964 and all other applicable Federal and State Laws pertaining to non-discriminatory practices in employment.
- i. The Employer shall have total portability of manpower within the geographical jurisdiction of the Western Pennsylvania Regional District Council of Carpenters, however, when additional Carpenters are

needed, every reasonable effort will be made to employ Carpenters from the county in which the job is located. Also, employees will be paid according to the Association/Independent Agreement of the area in which they are working.

- j. All wood forms for use on projects will be fabricated and/or re-fabricated either on or off the job site with journeymen carpenters, in accordance with the terms and conditions of this Contract. The above shall not apply in connection with the use of specially designed forms as may be set forth in architects specifications, plastic, or fiber-glass forms, or forms with metal components similar to Symons. The installation of plastic, removable metal and corrugated forming systems is the work of the carpenters.
- k. Rigging will be done and hand signaling will be given by the Carpenters on all work which is installed by the Carpenters and is under the Carpenters' jurisdiction.

### **ARTICLE III**

#### **Working Hours and Shifts**

**Section 1.** The Employer may schedule all employees for the normal work day starting at

the hours of 6:00 a.m., 6:30 a.m., 7:00 a.m., and 7:30 a.m., or 8:00 a.m., without incurring any premium pay penalty or overtime pay. Any work scheduled to commence prior to the scheduled starting time and after eight (8) hours, unless working under the guidelines of a ten (10) hour day, shall be paid for at the premium overtime rate of pay, except as noted in the Special Conditions Clause. All work scheduled changing the above starting and quitting time shall be for cause. The Executive Secretary Treasurer or authorized Representative of the Union shall be notified forty-eight (48) hours prior to the changes in the normal work schedule and the work schedule shall prevail for a minimum of five (5) working days. The Employer must schedule all of the Employees for work at the same time on a particular project.

- a. Lunch period shall be reasonably near the mid-point of the shift. Thirty (30) minutes shall constitute the lunch recess. Work performed by the Employee during the lunch recess shall be paid at the applicable overtime rate.

**Section 2. Overtime Premium Pay.** All time worked prior to the normal starting time and after the normal quitting time Monday through Friday, shall be paid at time and one-half (1 1/2) the normal rate of pay for the job performed. (All starting and quitting times which apply during

the week shall also apply on Saturdays, Sundays, and Holidays.) All work performed on Saturday shall be paid at one and one-half (1 1/2) the normal rate of pay for the job performed (except for make-up dates and shift work). All time worked on Sundays or Holidays shall be paid at double the normal rate of pay for the job performed.

Should a Holiday fall on a Sunday, it will be celebrated on a Monday. The following days are recognized as legal Holidays:

New Year's Day	Labor Day
Good Friday	Veterans Day*
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day

\*Note: Veterans Day will be celebrated on the Friday following Thanksgiving Day.

It is further agreed that all jobs will work the preceding days in the Thanksgiving Holiday week including the Wednesday prior to the Thanksgiving Day Holiday and the Monday following the Thanksgiving Day weekend, except under conditions over which the Employer has no control. There shall be no work performed on General Election Day if the Western Pennsylvania Regional District Council of Carpenters issues a no-work order for such day.

The Employers agree they will inform by telephone or in person, the Union of intentions to work overtime or shift work during the first five (5) days of the week, namely Monday through Friday.

In an effort to encourage greater employment, the Employer shall make every reasonable effort to avert scheduled overtime by utilizing shifts or hiring additional employees. However, should it be necessary to work overtime, the following shall prevail.

It is further agreed that all overtime work shall be prorated among those employed on the job, as far as practicable, and the job steward or his designated alternate shall be included among those working at all times.

In the event there is a grievance or the Employer violates the intent of the time and one half (1 1/2) provisions of this Agreement, the Union shall submit the dispute directly to the Joint Arbitration Committee, and follow the arbitration procedures outlined in this Agreement. If the Employer is found to be in violation, the employee shall be paid double the regular straight time rate of wages for hours worked, and the Employer shall be bound to institute shift work, hire additional employees, or cease overtime work. If the Employer refuses to comply with the decision of the Joint Arbitration

Committee or the Arbitrator, the Union shall have the right to engage in a strike and such strike shall not be deemed a violation of this Agreement.

**Section 3.** The Contractors may institute a four-day week of ten (10) hour days without incurring overtime where such work week is not prohibited by the Federal Contract Work Hours and Safety Standards Act, or other federal or state laws or regulations or job contract conditions.

Time and one-half (1 1/2) will be paid for all work in excess of ten (10) hours per day and forty (40) hours per week. Where due to inclement weather, forty (40) hours has not been worked in the week (exclusive of overtime), time worked on Friday or Saturday shall be at straight time basis. Friday shall be the primary make-up day, however, if Friday cannot be used as the make-up day due to inclement weather, Saturday may be used as the make-up day. In the event make-up time is to be worked, not less than an eight (8) hour day shall be scheduled. If Saturday is used as the make-up day, the District Council office should be notified.

Any employee hired on any day of the week, Monday through Thursday, and who does not lose time from the day of his initial hire until Friday, shall receive time and one-half (1 1/2) the regular rate of wages for Friday and Saturday.



Holidays occurring on any day of the week from Monday through Thursday shall not be considered as a day worked. When a holiday falls in the work week, the foreman shall be paid eight (8) hours for the holiday at the straight time rate.

When two (2) shifts are required on the same operation, either two (2) shifts of eight (8) hours per shift between the hours established for that job or project or two (2) shifts of ten (10) hours per shift between the hours established for the job or project may be used. Any work in excess of eight (8) hours on an eight-hour shift operation or any work in excess of ten (10) hours on a ten-hour shift operation shall be paid for at the prescribed overtime rate. When three (3) shifts are required the first and second shifts shall work eight (8) hours between the hours established for that job or project; the third shift shall work seven (7) hours and receive eight (8) hours pay. Any work in excess of seven (7) hours on the third shift shall be paid at the prescribed overtime rate. Second and third shifts shall work Friday night in order to complete a full five (5) day week at the straight time rate of wages prescribed in this section (eight (8) or ten (10) hours pay for each shift).

Not more than one (1) hour shall intervene between shifts unless due to job conditions, the Union and the Employer agree to other

arrangements. All work performed between the beginning of the first shift on Saturday until the beginning of the first shift on Monday shall be considered as overtime and paid at the applicable overtime rate of pay.

On remodeling, reconstruction and those jobs where the owner's business activities will not permit construction during the normal work day, the Employer with the consent of the Union, may institute a shift which will be in accordance with the Article governing shift work. The work hours will be determined by the Owner's Special Conditions.

On multiple shift operations, all shifts have to be completed on a daily basis except at the termination of the shifts or under special job conditions approved by the Union.

A shift shall not be recognized as such unless it consists of two (2) or more carpenters, one of whom shall be designated as foreman, and shall work no less than three (3) consecutive nights, Saturdays, Sundays and Holidays excepted, otherwise, premium time as specified herein shall be paid.

**Section 4.** When carpenters are regularly employed and report for work, or when carpenters are hired and bring their tools on the job, they shall receive a full day's pay. The above

shall not apply under conditions over which the Employer has no control.

**Section 5.** Employees working under this Contract shall not be transferred by the Employer from one job to another for the performance of overtime work without the consent of the Western Pennsylvania Regional District Council of Carpenters. Employees working on an overtime job will not be replaced by employees from another job for overtime work, unless the overtime work requires special skills which cannot be performed efficiently by employees working on any shift.

Special arrangements may be made to accommodate the working hours with respect to delivery service, shifts, and/or emergencies.

### **Make-Up Day**

It is agreed that when time is lost (four (4) hours or more) by the crew during the regular work week, Monday through Friday, due to inclement weather only, with notification to the Union, this time may be made up by the entire crew on Saturday at the regular rate of wages, unless working under the guidelines of a ten (10) hour day. All Saturday work must be scheduled on an eight (8) hour basis. All hours worked in excess of the forty (40) hours in the work week or eight (8) hours each day, shall be paid at the

appropriate overtime rate. In the event an employee cannot work, no punitive action shall be taken by the Employer.

Any Employee hired on any day of the week, Monday through Friday, and who does not lose any time from the day of his initial hire until Saturday, shall receive time and one-half (1 1/2) the regular rate of wages for Saturday. Holidays occurring on any day of the week from Monday through Friday shall be considered as a day worked.

Should any other trade in the contractors' employ, or any trade working in conjunction with the Carpenters, receive premium over-time pay on Saturday Make-Up Day on the same project, the Carpenters shall also be paid the premium overtime rate.

**Foremen:** When, due to inclement weather, time is lost, the carpenter foreman shall receive a minimum of two (2) hours reporting time and be paid for all the time the foreman is retained on the job. In the event the job is shut down, the carpenter foreman shall be guaranteed forty (40) hours during the forty-eight (48) hour work period.

## **ARTICLE IV**

### **Wage Rates, Overtime and Holidays**

**Section 1.** *Journeyman Carpenters engaged in Commercial, Industrial, Residential and Institutional work in Allegheny, Armstrong, Beaver, Butler, Fayette, Greene, Lawrence, Washington and Westmoreland Counties, shall be paid as is set forth in the Appendix.*

When three (3) or more journeymen Carpenters are employed, one (1) shall be designated as foreman and paid on a straight time forty (40) hour week basis as of June 1, 1998 at not less than Sixty (\$60.00) Dollars per week over and above that paid journeymen carpenters for a full forty (40) hour week including Holiday, if same should fall during the work week.

When four (4) or more foremen are employed, one (1) shall be designated as a general foreman and shall be paid on a straight time forty (40) hour week basis as of June 1, 1998 at not less than Eighty (\$80.00) Dollars per week over and above that paid journeymen carpenters for a full forty (40) hour week, including Holiday, if same should fall during the work week.

**Specialty Interior Contractors - Foremen.** When Specialty Interior Contractors do not have sufficient employees on the job to warrant a

foreman as specified above, and when layout work or job supervision responsibilities are required, one (1) Carpenter shall be paid at the foreman's daily rate as herein specified.

### **Apprentices**

After three (3) journeymen Carpenters are employed, the fourth (4th) person to be employed shall be an apprentice. An additional apprentice shall be employed for each additional three (3) journeymen Carpenters. Each apprentice shall work with and be under the supervision of a designated journeyman Carpenter at all times.

The ratio of apprentices to journeymen will be determined by job basis or a contractor basis based on yearly average employment. Based on economical and working conditions this ratio may be changed for the employment of apprentices and shall be at the discretion of the responsible union member of the Carpenter's Joint Apprenticeship and Training Committee of Western Pennsylvania.

Apprentices shall be jointly indentured to the Carpenter's Joint Apprenticeship and Training Committee of Western Pennsylvania and the Employer, with the understanding that the Employer will provide reasonable and varied types of work throughout the indenture period.

Conditions and rules governing apprentices shall be those adopted by the Carpenters' Joint Apprenticeship and Training Committee of Western Pennsylvania and a copy is incorporated by reference in this Contract and made a part hereof.

### **Pre-Apprentices**

1. Employment of a pre-apprentice does not in any way alter or change the craft jurisdiction of the carpenter or carpenter apprentice.
2. Hiring of pre-apprentices is the prerogative of the employer. The employer assumes responsibility for recruiting the pre-apprentice and/or may draw upon any existing pool maintained by the JATC.
3. At no time will the hiring of a pre-apprentice result in the layoff of any journeyman or apprentice.
4. The pre-apprentice shall, within eight (8) days of employment, become and remain a member of the union as a condition of continued employment.
5. Only after 6 journeymen and 2 apprentices are on said job, can a pre-apprentice be hired and a 6:2:1 ratio shall be continued through the job.

6. Pre-apprentices shall work under the supervision of the carpenter foreman and the work they perform will be incidental to the work normally performed by carpenter journeyman or apprentices.
7. After a minimum of 1,000 hours of "on the job training", a pre-apprentice may become an apprentice, upon meeting the apprenticeship standards. This requirement may be waived at the discretion of the JATC.
8. The employer shall notify the apprenticeship office no later than the tenth (10th) day of each month of the number of hours worked by the pre-apprentice in the previous month.
9. The pay rate for pre-apprentices shall be 40% of the journeyman rate; fringe benefits are outlined in the Appendix. Once a pre-apprentice has worked a cumulative of 500 hours or more for one or a combination of employers, the employer agrees to contribute into the Carpenters' Medical Fund only, an amount equal to a first-year apprentice.
10. The JATC will conduct a safety class for the pre-apprentice.



## **Irritating Materials**

Those employees required to handle irritant materials such as creosote wood or other materials that have been treated with other preservatives, shall be paid at the rate of Twenty-five (\$.25) Cents per hour over and above the regular wage rate. The Employer shall provide proper gloves and protective materials to safeguard the employees. The Employer shall be responsible for the replacement of tools, shoes, and clothing of the employees which are substantially damaged in the performance of their duties. This shall also prevail when employees are working in areas where the atmosphere contains excessive corrosive fumes.

## **Accident and Hazard Pay**

It is agreed and understood that construction work generally is hazardous. It is the intent of both parties that every effort be made to protect the well-being of all employees. The Employer agrees to assign adequate personnel to maintain safety compliance.

All provisions of the Occupational Safety, Health and Accident Law and the Pennsylvania State Safety Laws shall be strictly adhered to and complied with. The employee shall have the right to refuse to perform work in the areas where the full OSHA Standards and Pennsylvania State Laws are not adhered to and maintained.

- a. Preparatory work performed twenty-five (25) feet or more above grade or other safe horizontal plane below to conform in strict accordance with the Pennsylvania State Safety regulations and OSHA Standards.
- b. Work performed ten (10) feet below grade, in caissons, tunnels, sumps, trenches, ditches and excavated areas for retaining walls and other structures so that banks can be braced in strict accordance with the Pennsylvania State Safety Regulations and OSHA Standards.

The Employer shall furnish proof to the Union that he has properly provided for the employee under the Pennsylvania State Unemployment Compensation Law and the Pennsylvania Workmen's State Compensation Law.

Any carpenter injured on a job-incurred accident during the shift and requiring emergency treatment by a physician or hospitalization, shall receive pay for a full shift. However, if the injured carpenter is released to return to work and does not return to work, then he shall receive pay for the actual time worked.

Should the employee be required to visit the Employer's designated doctor during a regular work day, the employee shall be paid for the time necessary for such visits. If the injured employee

is employed by a contractor other than with whom the accident occurred, he shall not be paid for any time for treatments, other than the Compensation Laws or the Insurance Laws allow.

### **Travel Regulations**

- a. When an employee is moved during the day from one job to another, the Employer agrees to pay the parking charges at the actual job location.
- b. When an employee is required to travel to a job outside the Zone I area (formerly the Nine County Area), the employee shall receive Two Dollars (\$2.00) per day, plus IRS mileage allowance, from Zone I to the job site both ways. Should the employee be required to spend the night at the job location, out-of-town living expenses shall be paid on the regular pay day at the rate of Eighty (\$80.00) dollars per day, effective June 1, 1998, and that amount shall remain in effect for the duration of the Contract, plus the mileage to and from the job locations from MBA Zone I.
- c. In the event any employee is required to travel excessive distances either within the MBA Zone I area and is not paid reasonable travel expenses by the Employer, he may refer the grievance to the Joint Travel

Committee consisting of three (3) members of the Master Builders' Association/ Master Interior Contractors' Association, and three (3) members from the Western Pennsylvania Regional District Council of Carpenters for adjudication. Their resolution shall be binding on all parties.

- d. The travel expenses, daily allowance and the out-of town living expense will not become a part of the Employee's Gross Pay but shall be paid as an expense in excess of gross wages and shall be noted separately on the pay stub.
- e. The mileage allowance shall not apply if the Employer furnishes the Employee transportation. In the event carpenter employees are driving together, the Employer shall pay the travel allowance to the driver.

## **ARTICLE V**

### **Fringe Benefits, Pension, Medical and Carpenters Annuity and Savings Fund**

**Section 1.** During the term of this Contract and any extension thereof, the Employer shall pay into the Western Pennsylvania Regional District Council of Carpenters Medical Plan, the Western

Pennsylvania Regional District Council of Carpenters Pension Fund, and the Western Pennsylvania Regional District Council of Carpenters' Annuity and Savings Fund, the percentage of the gross wages of each employee covered by this Contract as specified in the Appendix of this Contract in the manner provided in Article VIII.

Should the Union desire to allocate the wage increases to existing or mutually agreed Fringe Benefit Plans, it shall have the right to do so upon thirty (30) days written notice to the Employer, requesting the allocation take effect on a specified date in a specified manner.

Payments shall be made not later than the last day of the month following the month for which payments are being made.

**Section 2.** All of the terms and provisions of the Agreements and Declarations of Trust creating the above said Funds are hereby accepted by the parties hereto, and copies of said Agreements and Declarations of Trust are incorporated by reference in this Contract and made a part hereof.

**Section 3.** The weekly pay stub shall indicate such payments, based on the percentage of gross wages, for which contributions are applicable.

**Section 4.** Penalties shall be in accordance with the terms of the above said Trust Agreement.

## **ARTICLE VI**

### **Joint Carpenter Study Committee**

**Section 1.** The parties hereto agree to establish a Joint Carpenters' Study Committee, which shall consist of four (4) members appointed by the Union, three (3) members appointed by the Master Builders' Association, and one (1) member appointed by the Master Interior Contractors Association.

**Section 2.** The Committee shall meet quarterly.

**Section 3.** The purpose of the Committee shall be to facilitate and expedite exchange of ideas and information on problems of mutual concern, with the hope that such exchange may suggest solutions and avoid unnecessary misunderstandings.

**Section 4.** In the event the Committee desires to do so, it may submit a report and recommendation to the parties concerning any matter. Any such report shall not be made public unless both the Union officials and the officials of the Master Builders' Association and the Master Interior Contractors Association who are authorized to execute agreements, mutually

agree to make it public. The Committee shall have no authorization to negotiate or conclude agreements or to handle grievances. Such matters shall be handled under the other appropriate provisions of this Agreement.

## **ARTICLE VII**

### **Industry Advancement Program**

**Section 1.** There has been established a Trust known as "The Construction Industry Advancement Program of Western Pennsylvania Fund". The Fund shall be administered solely and exclusively by the Trustees appointed pursuant to the provisions of the Trust Instrument, and the activities of The Fund shall be financed as set forth in Section 2 of this Article.

**Section 2.** The Employer shall pay to the Construction Industry Advancement Program of Western Pennsylvania Fund, one and five-tenths (1.5%) per cent of the gross wages of each employee covered by this Contract, said payments to be made in the manner provided in Article VIII. PNC Bank, or the designated depository, shall distribute to the designated agent for the Industry Advancement Fund the monies to the Fund. The weekly pay stub shall indicate such payments, based on the percentage of gross wages, for which contributions are applicable.

**Section 3.** The monies collected by the designated agent for the Industry Advancement Program shall be paid over to the Construction Industry Advancement Program of Western Pennsylvania Fund, as received by him, and the Trustees of the Fund shall deposit said monies in a separate bank account for the purposes hereinafter set forth.

**Section 4.** The Construction Industry Advancement Program of Western Pennsylvania Fund will be used by its Trustees for the following purposes.

The promotion of safety and accident prevention in the industry; educational programs such as schools for superintendents of construction and other advisory personnel; the cost of standardizing contracts and specifications; setting up machinery to bring about cooperation between architects, engineers and contractors to eliminate disputes and disagreements; research into new materials for use in the building and construction industry; the expenses involved in conducting a public relations program for the benefit of contractors engaged in the building and construction industry in Western Pennsylvania; the expenses attendant to the promotion of stability of relations between labor and management; the expenses incurred by management in connection with collective bargaining on an industry-wide basis for the



benefit of the building and construction contractors engaged in commercial and building construction in the Western Pennsylvania area; the expenses required to maintain facilities for arbitration of disputes and the adjustment of grievances; the expenses incurred in the collection of contributions for the Fund; management's expenses for administering, jointly with representatives of labor, health and welfare programs for the various Trades and Crafts employees in the building and construction industry; management's expenses of administering jointly with representatives of Labor; apprenticeship training programs to insure a sufficiency of skilled workers and crafts for all contractors in the Western Pennsylvania area; providing contributors with the information and data relating to the Industry in the matters mentioned herein; administration of The Fund; and such other industry-wide endeavors of like character or kind as may be desirable from time to time.

**Section 5.** The Fund shall not be used for the payment of dues of the Master Builders' Association and/or the Master Interior Contractors Association or any of its members in the Associated General Contractors of America or in the Pennsylvania State Council of Contractors; lobbying in support of anti-labor legislation; to subsidize contractors during a period or periods of work stoppages or strikes;

to pay the cost of litigation before a court or administrative body against the Union or any of its affiliated locals, or for any activity injurious to the Union or any of its affiliated locals.

**Section 6.** Payments to the Fund and monies in the Fund shall be used only for the purposes indicated in Section 4. The Western Pennsylvania Regional District Council of Carpenters' Pension Fund, the Western Pennsylvania Regional District Council of Carpenters' Medical Plan, the Union, individual employers, and their employees shall have no right, title or interest in any of the payments to or monies in The Fund nor shall they, or any of them, be entitled to receive directly or indirectly, any portion thereof.

**Section 7.** As part of the administration of The Fund, there shall be an annual audit of The Fund, a statement of the results of which shall be available for inspection by interested persons at the offices of the Master Builders' Association.

**Section 8.** In the event the Union alleges that The Fund is being used for one of the purposes specifically forbidden in Section 5, the dispute shall be subject to the arbitration provisions of this Agreement.

**Section 9.** The Fund and the Trust established pursuant to this provision are contingent upon

and subject to obtaining such approval of the Commissioner of Internal Revenue as the Master Builders' Association may find necessary to establish the deductibility for income tax purposes of contributions made by the Employers for The Fund as being tax exempt under the applicable provision of the Internal Revenue Code. In the event the Commissioner of Internal Revenue requires any modification of this provision or of the Trust, such modification shall be made in order to qualify payments for the Industry Advancement Program as being tax exempt.

## **ARTICLE VIII**

### **Consolidated Report and Check**

**Section 1.** In order to reduce the amount of time and bookkeeping expenses which would otherwise be incurred by the Employer in submitting separate reports and contributions to the Medical, Pension, Industry Advancement Fund, and the Annuity and Savings Fund, and in sending reports and checked-off dues to the Western Pennsylvania Regional District Council of Carpenters as required under the terms of this Contract, it is agreed the Employer shall consolidate all monthly payments due to any of the foregoing Funds and the Western Pennsylvania Regional District Council of Carpenters in a single check made payable to

**PNC BANK CARPENTERS' CONTRIBUTION ACCOUNT**, or other depository as stipulated by the Union; and sent to the Administrator. In lieu of sending separate report forms to each Fund and the Western Pennsylvania Regional District Council of Carpenters, the Employer shall prepare and send along with the single check a consolidated report form on or before the last day of the month following the month for which the report is made. The PNC Bank, or the designated depository, shall act as distribution agent for the Employer in distributing the Employer's contributions to the respective funds and the checked-off dues to the Western Pennsylvania Regional District Council of Carpenters, and shall forward to each Fund and the Western Pennsylvania Regional District Council of Carpenters along with the monies due that Fund or the Western Pennsylvania Regional District Council of Carpenters, a copy of that portion of the consolidated report form applicable to the Fund or the Council. The Employer shall file a report monthly, even though the report may be a negative one.

**Section 2.** During the term of this Contract, the Employer shall remit to the collection agent under the single check system, the percentage of gross wages of each employee covered by this Contract as specified in the Appendix.

**ARTICLE IX**  
**Carpenters' Joint Apprenticeship and Training**  
**Program (M.B.A. Division)**

There is in existence the Carpenters' Joint Apprenticeship and Training Program jointly administered and operating for the training of individuals for the journeymens' Carpenter trade. The rules and regulations of the Apprenticeship Program are set forth in a separate agreement which by reference, becomes a part of this contract.

In order to finance this educational program for Carpenters, effective June 1, 1998, Forty (40%) percent of all monies collected under this Contract by way of Employer contributions to the Industry Advancement Fund, shall be remitted to the Carpenters' Joint Apprenticeship and Training Program and allocated at least quarterly to the Jointly Administered Fund.

**ARTICLE X**  
**Carpenters' Joint Advanced**  
**Training Program**  
**(M.B.A. Division)**

There has been created a Carpenters' Joint Advanced Training Program for the purpose of training Carpenters in subjects related to the Trade.

In order to finance this educational program for Carpenters, fifteen (15%) percent of all monies collected under this Contract by way of Employer contributions on and after June 1, 1998, to the Industry Advancement Fund, shall be remitted to the Carpenters Joint Advanced Training Program, and allocated at least quarterly to the Joint Administered Fund. Said monies shall be used for expenses of this Program as approved by the Carpenters' Joint Training Committee.

## **ARTICLE XI**

### **Union Security Clause and Dues Check-Off**

**Section 1.** It shall be a condition of employment that all employees of the Employer covered by this Contract, who are members of the Union on the execution date of this Contract, shall remain paid-up members, and those who are not members on the execution date of this Contract, shall, on or after the eighth (8th) day following the execution date of this Contract, or for new employees after the eighth (8th) day following the beginning of employment, become and remain paid-up members in the Union.

**Section 2.** Commencing June 1, 1998, and continuing thereafter during the term of this Contract, or any renewal or extension thereof, upon written authorization, the Employer shall

deduct from the pay of each employee the authorized amount of gross wages as Working Dues.

*All monies deducted as Working Dues by the Employer shall be remitted to the collection agent in the manner and method provided for in Article VIII entitled "Consolidated Report and Check".*

**Section 3.** The Employer shall make every reasonable effort to make available the Authorization Cards to the employee for signature. Each employee signing an Authorization Card shall sign two (2) copies, one (1) of which shall be retained by the Employer and the second of which shall be mailed to the Western Pennsylvania Regional District Council of Carpenters.

**Section 4.** The Employer shall have the right to transfer or assign employees to their various projects.

- a. When new Employees are required, the Employer shall give first consideration in hiring to the unemployed area Carpenters who reside in the Counties listed in the Preamble. Hiring will be on a non-discriminatory basis. The Employer shall have the right to request or select journeymen Carpenters from the

unemployed whom they consider qualified and satisfactory to perform the necessary work.

- b. In the event the Union fails to furnish Carpenters within forty-eight (48) hours, the Employer may secure Employees from other sources.

**ARTICLE XII**  
**UBC International Health and Safety**  
**Fund, the International Apprentice Fund,**  
**Labor-Management Education**  
**Development Fund**  
**and the National Floor and Wall Fund**  
**Contributions**

**Section 1.** UBC Health and Safety Fund. The Employer agrees to contribute two (\$.02) cents per hour paid to the UBC Health and Safety Fund. This money shall be designated as an employer contribution and made payable to the Carpenters' Combined Funds to be distributed to the UBC Health and Safety Fund.

**Section 2.** UBC Apprentice Fund. The Employer agrees to contribute two (\$.02) cents per hour paid to the UBC Apprentice Fund. This money shall be designated as an Employer contribution and made payable to the



Carpenters' Combined Funds to be distributed to the UBC Apprentice Fund.

**Section 3.** UBC Labor Management Education Development Fund. The Employer agrees to contribute one (\$.01) cent per hour paid to the UBC Labor Management Education Development Fund and one (\$.01) cent per hour paid to the WPRDCC/MBA Labor Management Cooperation Trust Fund. The WPRDCC/MBA Labor Management Cooperation Trust Fund will help promote labor-management relations. This money shall be designated as an employer contribution and made payable to the Carpenters' Combined Funds to be distributed to the UBC Labor Management Education Development Fund.

**Section 4.** UBC National Floor and Wall Fund. Employers utilizing employees from the Floor Coverers & Decorators Local #1759 agree to contribute an additional two (\$.02) cents per hour paid to the UBC National Floor and Wall Fund. This money shall be designated as an employer contribution and made payable to the Carpenters' Combined Funds to be distributed to the UBC National Floor and Wall Fund.

**ARTICLE XIII**  
**Western Pennsylvania Regional District**  
**Council of Carpenters'**  
**Training/Legislative Program**

**Section 1.** The Employer agrees to deduct two cents (\$.02) per hour paid from the wages of the Carpenter employees. This money shall be designated as an employee deduction and be made payable to the Carpenters' Combined Funds.

**Section 2.** The monies as described above shall be paid into the Carpenters' Joint Apprenticeship Program/Carpenters' Joint Advanced Training Program ("Training Program"). The employee may elect, however, to have the monies paid into the Carpenters' of Western Pennsylvania Legislative Program ("Legislative Program"). To elect this option, the employee must authorize in writing that the two cent (\$.02) deduction shall be paid to the Legislative Program. If the employee does not so authorize, the two cents (\$.02) shall be paid into the Training Program.

The written authorization cards shall be maintained by the Western Pennsylvania Regional District Council of Carpenters.

## **ARTICLE XIV**

### **Grievance and Arbitration Clause**

**Section 1.** The Master Builders' Association/ Master Interior Contractors Association and the Union shall each designate four (4) representatives to serve as its members on a Joint Arbitration Committee.

**Section 2.** Should any dispute arise as to the interpretation, application or claimed violation of any provision of this Contract, the dispute shall be settled in the following manner.

- a. The Employer's designated representative and the Union Steward shall meet to discuss the dispute and attempt to render a decision within twenty-four (24) hours from the time the dispute is brought to the other party's attention.
- b. If no agreement is reached in step (a) above, the Union's Business Representative and the Employer's designated representative shall meet within twenty-four (24) hours in an effort to resolve the dispute.
- c. If no agreement is reached in step (b) above, the Executive Secretary Treasurer of the Western Pennsylvania Regional District Council of Carpenters and the Executive Secretary of the Master Builders'

Association, or their designated representatives, shall meet within twenty-four (24) hours in an effort to resolve the dispute.

- d. If the dispute is not resolved in step (c) above, the matter shall be submitted to the Joint Arbitration Committee for determination upon the written request of either the Union or Master Builders' Association/Master Interior Contractors Association. The Joint Arbitration Committee shall meet within forty-eight (48) hours after such request is made in an effort to resolve the dispute.
- e. Notwithstanding the provisions of steps (a) and (d) above, if either the Employer or the Union regard a dispute to be of any emergency nature, the dispute may be submitted immediately to step (c) of the grievance procedure, without the necessity of going through steps (a) and (b).
- f. Should the Joint Arbitration Committee be unable to resolve the grievance within fourteen (14) days, it shall promptly refer it to a Permanent Arbitrator for decision.

Arbitrators James Duff, Myron Joseph and Ronald Talarico are hereby appointed as Permanent Arbitrators to hear all disputes arising

under this Contract. Grievances shall be submitted to the Permanent Arbitrators on a rotating basis, and each Permanent Arbitrator will decide only one grievance at a time. Should the arbitrator be unavailable or unable to hear the grievance in a timely fashion, the next arbitrator shall be selected.

The Impartial Arbitrator's decision shall be rendered as promptly as possible, but not more than thirty (30) days after the date of the hearing unless the time is extended by mutual agreement. Expenses of the Impartial Arbitrator shall be shared equally by the Employer and the Union.

**Section 3.** In computing the time limits under Section 2 above, Saturdays, Sundays and Holidays shall be excluded.

**Section 4.** It is the intention of the parties that a dispute involving a monetary claim or a claimed violation of Article XV, Responsibilities of the Parties, be resolved as quickly as possible. Accordingly, the Impartial Arbitrator shall hold the hearing and decide the dispute with utmost promptness.

**Section 5.** The award of the Impartial Arbitrator shall be final and binding on all parties and shall be enforceable in a court of law or equity. The Impartial Arbitrator shall have the authority only

to interpret and apply the provisions of the Contract, and he shall have no authority to add to, detract from or alter its terms.

**Section 6.** A grievance must be filed in writing within ten (10) working days of the event upon which it is based. Grievances which are not timely filed are void and of no effect.

## **ARTICLE XV**

### **Responsibilities of the Parties**

**Section 1.** During the term of this Agreement, there shall be no strike, work stoppage, slowdown, lockout or any other interference with or impeding of work, except as hereinafter expressly provided.

- a. However, the Union reserves the right to withhold services for improper payment of wages and/or fringe benefits. The Union agrees to follow the procedures as outlined in the Memorandum of Understanding governing this Section.

**Section 2.** No Employee shall participate in any such activity, and the Union will not authorize, instigate, aid or condone any such activity. Upon notification by the Employer that a violation of this Article exists or is threatened, the Union shall take necessary action to prevent or terminate such action or conduct in violation of this Article.

**Section 3.** If an Employer shall have been found by the parties in Article XIV, Section 2, Step (c), the Joint Arbitration Committee, an Arbitrator, or a court to be in violation of this Contract, and shall not have taken necessary corrective action within ten (10) days following such award, then the Union may strike such Employer until such time as the violation is corrected.

**Section 4.** In the event that the Union has cause to believe that a contractor has improperly assigned work to individuals not covered by this Agreement and/or that the contractor is violating the Union's traditional work jurisdiction, the Union shall immediately advise the contractor of its claim.

- a. The Contractor, within twenty-four (24) hours of receipt of the Union's claim, must deliver to the Union a written response to the claim. If the Contractor fails to grant the claim or fails to respond within the twenty-four (24) hour period referred to above, the Union may immediately appeal to binding arbitration any response that it believes is unsatisfactory.
- b. If the Union appeals to arbitration in accordance with Section (b) above, the Contractor and the Union shall, within two (2) working days after the matter was

appealed, select an arbitrator. The arbitrator, so selected, shall, as expeditiously as possible, hear and decide the merits of the Union's claim. The arbitrator's decision shall be final and binding and shall take in account decisions of record and area practice.

- c. If the arbitrator upholds the Union's claim, the arbitrator shall be empowered to make whole, in all respects, those employees or potential employees who were adversely affected by the Contractor's improper action. The arbitrator shall also be empowered to make the Union whole for lost dues that would have been collected but for the Contractor's action. Furthermore, the arbitrator is expressly authorized to order the Contractor to cease and desist in the present case.
- d. This provision is intended to provide for bipartite resolutions of disputes. The failure of any other party, including other Labor Organizations, to be bound by these provisions shall not affect the validity and/or enforceability of these provisions as between the Contractor and the Union.



**ARTICLE XVI**  
**Employer Authorization**  
**for Release of Records**

**Section 1.** The Employer authorizes the Western Pennsylvania Regional District Council of Carpenters or its designated agent, to obtain any and all necessary information from their Carpenter payroll accounts for the specific purpose of determining if the wage rates as specified in this Contract are being adhered to. Reasonable notice shall be given the Employer for a mutually convenient time for inspection.

**Section 2.** Upon request of the Western Pennsylvania Regional District Council of Carpenters, the Employer will issue certified copies of the necessary Carpenter payroll records and reports filed by the Employer with the Pennsylvania Unemployment Compensation Bureau for ascertaining what payments are due and owing in the various Funds mentioned in this Contract. The Employer further grants the Western Pennsylvania Regional District Council of Carpenters the right to forward these copies to the State for verification.

## **ARTICLE XVII**

### **Bonding, Damages and Delinquencies**

**Section 1.** Should the Employer become delinquent in the payments of monetary obligations under this Contract, the Union may require the Employer to post security for such payments in the form of cash or corporate surety bond in the amount of three (3) times his normal monthly payments or Twenty Thousand (\$20,000.00) Dollars, whichever amount is greater, provided that the Administrator of such Fund or Funds, or the Joint Arbitration Committee or the Joint Arbitrator shall have first communicated with the said Employer in writing, apprising him of the delinquency and the amount thereof, and have given him ten (10) days to satisfy the said delinquency.

- a. An employer may be required to post a cash bond or other form of security to cover wages and/or other monetary fringe benefits under this Contract, including the amount of wage increase which might be subject to prior approval by the Federal Government.

The amount and the form of the bond posted and the surety posting same shall be subject to the approval of the Union and/or Master Builders' Association of Western Pennsylvania, Inc. The Union and/or the Master Builders' Association of Western Pennsylvania, Inc. specifically reserves the right to decide when the bond shall

be posted on the previous delinquency records of the Employer or those Employers having no experience in the Funds.

**Section 2.** The Union may require a new Employer having no experience with the fringe benefit funds and/or wage rates to post security for the payment of any amount due to said Funds or employees in the form of a cash or corporate surety bond in the amount set forth herein; provided that if within six (6) months from the date the first payment is due to the Funds or the Employees the new employer has not been delinquent, the Bond will no longer be required except as provided in Section 1 above.

**Section 3.** In the event that the Employer is unable or unwilling to post security in accordance with Sections 1 and 2 above within fourteen (14) days from the date of the Union's request, the Union shall have the right to engage in a strike against such Employer and such strike shall not be deemed to be a violation of this Agreement.

**Section 4.** The Union may demand of any new Employer, or an Employer who has a history of delinquency in the remittance of fringe benefit payments, that the Employer be required to make weekly payments which shall be remitted no later than the seventh (7th) day following the week which the report covers. Substantiation of the

payments shall be furnished the steward or authorized representative of the Union. Should the Employer create and maintain a prompt record of contributions, the Union may return the company to the status of making payments on a monthly basis.

**Section 5.** Should the Employer willfully fail to pay any of the monetary requirements of the terms of this Contract, he shall then pay as liquidated damages, fifteen (15%) percent of the amount of the delinquency as shall be determined by audit of the Employer's records.

The fifteen (15%) percent liquidated damages above mentioned shall be distributed one-half (1/2) to the Carpenters' Apprenticeship Training Fund and one-half (1/2) to the Carpenters' Journeyman Training Fund.

**Section 6.** In order to facilitate the collection of delinquent monetary payments of the various Funds mentioned herein, it is mutually agreed that a suit for the collection of any and all said monies may be brought in one action by the Union for the use and benefits of the above various Funds and entities.

## **ARTICLE XVIII**

### **Union Representatives**

**Section 1.** Union Business Representatives shall have access to all jobs on which the Employer is performing a part of, or all of its work. When the Employer does not have control of entry to the Job, the Employer will not interfere with the Union's obtaining the right of entry from the responsible party.

**Section 2.** On any job of the Employer which requires three (3) or more employees, prior to the placement or employment of any additional employees on the job, the Union Business Representative shall have the right to refer for placement on the job that third individual and appoint him the job steward. The employee designated as the job steward shall be a qualified journeyman and must fully perform his duties as directed. The Steward shall be granted sufficient time to perform his duties. The Steward has no right to stop a job without the sanction of the Business Manager or the Business Representative of the Western Pennsylvania Regional District Council of Carpenters, except for unsafe conditions in a given area where danger is imminent.

**Section 3.** Under no circumstances shall a Union Steward be laid off, dismissed, transferred or have his job classification changed for any

reason without first consulting the Union, and then only for good and just cause shall the Employer dismiss a Union Steward. Excluding one (1) working supervisory Carpenter member, the Union Steward shall be the last journeyman to be laid off, and the first journeyman called back on the restarting of jobs. Absolutely no carpenter work shall be performed in the absence of the Steward; this shall not apply if the Steward is absent from work.

Any and all job conditions granted to stewards under the employ of the Contractor shall be granted equally to the Carpenters' Stewards.

**Section 4.** Employers are to permit Job Stewards to attend meetings called by the Union at the job site.

- a. An Employer qualified designated person or the Steward may accompany any seriously ill or injured member to the hospital or physician's office if necessary. The Employer shall insure the proper care of the injured employee's tools, clothing and personal property on the job. The Steward shall be paid for the regular scheduled work day, and any scheduled overtime work.

**Section 5.** It is further agreed that the Job Steward will be notified by an authorized agent of the Employer in all instances of layoffs,

whether of a permanent or temporary nature, two (2) hours prior to the scheduled quitting time. The Employer will notify and will pay the Employee(s) to be laid off one (1) hour prior to quitting time so that the Employee(s) may sharpen their tools before leaving the job.

**Section 6.** Specialty Interior Contractors and Floor Covering Contractors shall be required to have a Shop Steward. The Union shall negotiate with each Specialty Interior Contractor and Floor Covering Contractor for the placement of a Shop Steward. The Employer agrees to furnish to the Shop Steward (by hand delivery or by mail) a listing of the Carpenters in his employ, and the jobs on which they are employed. A Shop Steward will be permitted to act as a foreman on jobs employing three (3) or less Carpenters.

## **ARTICLE XIX**

### **Pay Period**

**Section 1.** The Employees shall be paid within three (3) days from the end of the Employer's established work week, or be paid waiting time at the overtime rate until paid.

If an Employee quits of his own accord, he shall wait until the next regular pay day to be paid.

On the regular pay day or when a Carpenter is laid off and required to wait on the job for wages,

he shall be paid waiting time at the applicable overtime wage rate. In the event the Employee is not paid on the day of discharge, the Employer shall pay an eight (8) hour per day penalty until the Employee receives his pay. The penalty shall not exceed eight (8) hours for any twenty-four (24) hour period.

**Section 2.** On each pay envelope shall be specified the pay period, the name of the Employer, the Employee's name or Social Security Number, the hours worked, the rate of pay, gross wages and net pay, travel and overnight allowances, and all itemized deductions and Employer Contributions.

**Section 3.** Termination of employment shall be in strict accordance with Article II, Section 1g, and Article XVIII, Section 3, and Section 5 of this Contract.

**Section 4.** In order to avoid duplicate deductions, it is further agreed that the Employer shall issue proper receipt for withholding of occupation privilege tax at the time deduction is made.

**Section 5.** The Employer shall make every reasonable effort to pay the Employee the preceding day when the regular pay day falls on a specific Holiday listed in Article III.



**Section 6.** For employees employed by MBA or MICA members stipulated to this Agreement, mailing of pay checks, electronic transfer of funds, or pay check direct deposit may be utilized by the employer in conformance with the other provisions of this Article. At the employee's option, pay stubs shall be mailed to their residence or faxed to the employee's jobsite on payday. Funds are to be provided and made available for withdrawal on payday.

## **ARTICLE XX**

### **Subcontracting Clause**

The Employer agrees not to sublet or subcontract any field erection, construction work or alteration work, under the jurisdiction of the Western Pennsylvania Regional District Council of Carpenters to any person, firm or corporation not in contractual relationship with the Association or the Western Pennsylvania Regional District Council of Carpenters.

Relative to subletting of work, it is agreed the Prime Contractor (Employer) shall stipulate that all subcontractors and/or Specialty Interior Contractors shall make proper work jurisdiction assignments.

It is further agreed that the Employers and their Subcontractors shall have freedom of choice in

the purchase of materials, supplies and equipment, save and except that every reasonable effort shall be made by the aforesaid to refrain from the use of materials, which may tend to cause any discord or disturbance on the job.

## **ARTICLE XXI**

### **Joint Labor-Management Drug/Alcohol Abuse Program**

*(The Master Builders' Association of Western, Inc. and the Union recognizes that substance abuse is a problem in our society and jointly supports establishing a fair, economical, and standardized substance abuse testing program as a means to protect people and property and to promote and improve a healthy and safe workplace for all concerned. Therefore, the Union and the MBA agree to renegotiate the Joint Labor-Management Drug/Alcohol Abuse Program that currently exists in the Agreement. Upon its successful completion, the revised Drug/Alcohol Abuse Program will automatically replace the one that appears in Article XXI of the current agreement.)*

As a joint commitment to protect people and property and to provide a safe working environment, the Union and the Association cooperatively adopt the Construction Industry

**Service Corporation Joint Labor-Management  
Uniform Drug/Alcohol Abuse Program  
(C.I.S.C.O.) as approved by C.I.S.C.O. Board of  
Directors 11/89.**

**1. POLICY STATEMENT** - The parties recognize the problems created by drug and alcohol abuse and the need to develop prevention and treatment programs. The Company and the signatory Unions have a commitment to protect people and property, and to provide a safe working environment. The purpose of the following program is to establish and maintain a drug free, alcohol free, safe, healthy work environment for all of its employees.

**2. DEFINITIONS**

- A. Company Premises** - the term "Company Premises" as used in this policy includes all property, facilities, land, buildings, structures, automobiles, trucks and other vehicles owned, leased or used by the Company. Construction job sites for which the Company has responsibility are included.
- B. Prohibited Items & Substances** - Prohibited substances include illegal drugs (including controlled substances, look alike drugs and designer drugs), alcoholic beverages, and drug paraphernalia in the possession of or

being used by an employee on the job.

- C. Employee - Individuals, who perform work for the Company, including, but not limited to, management, supervision, engineering, craft workers and clerical personnel.
- D. Accident - Any event resulting in injury to a person or property to which an employee, or contractor/contractor's employee, contributed as a direct or indirect cause.
- E. Incident - An event which has all the attributes of an accident, except that no harm was caused to person or property.
- F. Reasonable Cause - Reasonable cause shall be defined as tardiness, excessive absenteeism, and erratic behavior such as noticeable imbalance, incoherence, and disorientation.

### 3. CONFIDENTIALITY

- A. All parties to this policy and program have only the interests of employees in mind; therefore, encourage any employee with a substance abuse problem to come forward and voluntarily accept our assistance in dealing with the illness. An employee assistance program will provide guidance and direction for you during your recovery

period. If you volunteer for help, the Company will make every reasonable effort to return you to work upon your recovery. The Company will also take action to assure that your illness is handled in a confidential manner.

- B. All actions taken under this policy and program will be confidential and disclosed only to those with a "need to know".
- C. When a test is required, the specimen will be identified by a code number, not by name, to insure confidentiality of the donor. Each specimen container will be properly labeled and made tamper proof. The donor must witness this procedure.
- D. Unless an initial positive result is confirmed as positive, it shall be deemed negative and reported by the laboratory as such.
- E. The handling and transportation of each specimen will be properly documented through the strict chain of custody procedures.

#### 4. RULES-DISCIPLINARY ACTIONS - GRIEVANCE PROCEDURES

- A. Rules - All employees must report to work in a physical condition that will enable them

to perform their jobs in a safe and efficient manner. Employees shall not:

1.) Use, possess, dispense or receive prohibited substances on or at the job site; or

2.) Report to work with any measurable amount of prohibited substances in their system.

B. Discipline - When the Company has reasonable cause to believe an employee is under the influence of a prohibited substance, for reasons of safety, the employee may be suspended until test results are available. If no test results are received after three (3) working days, the employee, if available, shall be returned to work with back pay. If the test results prove negative, the employee shall be reinstated with back pay. In all other cases:

1.) Applicants testing positive for drug use will not be hired.

2.) Employees who have not voluntarily come forward, and who test positive for a drug use, will be terminated.

3.) Employees who refuse to cooperate with testing procedures will be terminated.

4.) Employees found in possession of drugs or drug paraphernalia will be terminated.

5.) Employees found selling or distributing drugs will be terminated.

6.) Employees found under the influence of alcohol while on duty, or while operating a company vehicle, will be subject to termination.

C. Prescription Drugs - Employees using a prescribed medication which may impair the performance of job duties, either mental or motor functions, must immediately inform their supervisor of such prescription drug use. For the safety of all employees, the Company will consult with you and your physician to determine if a reassignment of duties is necessary. The Company will attempt to accommodate your needs by making an appropriate reassignment. However, if a reassignment is not possible, you will be placed on temporary medical leave until released as fit for duty by the prescribing physician.

D. Grievance - All aspects of this policy and program shall be subject to the grievance procedure of the applicable collective bargaining agreements.

**5. DRUG/ALCOHOL TESTING** - The parties to this policy and program agree that under certain circumstances, the Company will find it necessary to conduct drug and alcohol testing. While "random" testing is not necessary for the proper operation of this policy and program, it may be necessary to require testing under the following conditions.

- A. A pre-employment drug and alcohol test may be administered to all applicants for employment.
- B. A test may be administered in the event a supervisor has a reasonable cause to believe that the employee has reported to work under the influence, or is or has been under the influence while on the job; or has violated this drug policy. During the process of establishing reasonable cause for testing, the employee has the right to request his on-site representative to be present;
- C. Testing may be required if an employee is involved in a workplace accident/incident or if there is a workplace injury;
- D. Testing may be required as a part of a follow-up to counseling or rehabilitation for substance abuse for up to a one (1) year period;



- E. Employees may also be tested on a voluntary basis.

Each employee will be required to sign a consent and chain of custody form, assuring proper documentation and accuracy. If an employee refuses to sign a consent form authorizing the test, ongoing employment by the Company will be terminated.

Drug testing will be conducted by an independent accredited laboratory (National Institute on Drug Abuse and/or College of American Pathology), and may consist of either blood or urine tests, or both, as required. Blood tests will be utilized for post accident investigation only.

The Company will bear the costs of all testing procedures.

**6. REHABILITATION AND EMPLOYEE ASSISTANCE PROGRAM** - Employees are encouraged to seek help for a drug or alcohol problem before it deteriorates into a disciplinary matter. If an employee voluntarily notifies supervision that he or she may have a substance abuse problem, the Company will assist in locating a suitable employee assistance program for treatment, and will counsel the employee regarding medical benefits available under the Company or Union health and welfare/insurance program.

If treatment necessitates time away from work, the Company shall provide for the employee an unpaid leave of absence for purposes of participation in an agreed upon treatment program. An employee who successfully completes a rehabilitation program shall be reinstated in his/her former employment status, if work for which he/she is qualified exists.

Employees returning to work after successfully completing the rehabilitation program will be subject to drug tests without prior notice for a period of one year. A positive test will then result in disciplinary action as previously outlined in this policy and program.

7. DISPUTES - The Employer and the Union agree that should any dispute arise concerning this Article, the dispute will be submitted to the Joint Labor/Management Committee for proper determination. Should the Committee fail to come to an agreement or decision, the dispute shall be submitted to arbitration under Article XIV Section 2(f) of this Agreement.

## **ARTICLE XXII**

### **Pre-Job Conference**

For the specific purpose of maintaining and furthering the general well-being of the Building Construction Industry and those directly

engaged therein, namely the Employer and the Employee, it is agreed that representatives of each shall meet in quarterly session, or more often if found necessary, for the discussion and resolution of problems that may arise. In conjunction therewith, the Employer shall notify the Western Pennsylvania Regional District Council of Carpenters and/or the responsible Business Representative, promptly on securing a job and before starting work (excluding emergency and work of two (2) man days or less) for the purpose of scheduling a pre-job conference to assure amicable relations and avert tribulations.

The Employer shall furnish to the Union a list of all subcontractors if same is available when requested by the Union, regarding work jurisdiction of the Carpenters.

## **ARTICLE XXIII**

### **Safety Measures**

**Section 1.** The Employers are subject to federal, state and local safety laws. The employers are responsible for taking reasonable precautionary measures, including the promulgation and enforcement of safety rules, to protect the safety and well-being of their employees. The Employer will comply with all federal, state and

local safety laws so that the hazards of construction work be minimized.

When a subcontractor of any tier agrees to perform any part of the contract, he also assumes responsibility for complying with the OSHA Standards, and the prime contractor assumes the entire responsibility under the Contract and the Subcontractor assumes responsibility with respect to his portion of the work. With respect to subcontracted work, the prime contractor and any subcontractor or subcontractors shall be deemed to have joint responsibility.

**Section 2. Radiation Exposure.** All federal and state laws and regulations governing radiation exposure shall be applicable under this Contract.

The Employer agrees to make available to the Employee, records of film badge exposure, which records shall provide a running total of each Employee's radiation exposure weekly. The Employer is responsible for assuring and providing accurate personnel dose monitoring equipment, and procedures including the film badge determination.

Showers shall be provided by the Employer for the daily use of the Employees exposed to radioactive contamination.

If an Employee reaches his maximum exposure in any one quarter, he shall be offered

*employment in a cold or non-radiation or non-contaminated area for the balance of such quarter or the duration of the job, whichever is longer.*

If an Employee reaches his maximum radiation exposure as set down by state and federal regulations per quarter and he loses employment for this reason, the work lost or time lost for the duration of said job shall be reimbursed, providing said Employee cannot gain employment elsewhere; this is to be determined by the Local Union.

The Employer is responsible for proper scheduling of radiation exposure for each and every Employee to comply with state and federal regulations in each work assignment and shall provide all personnel and equipment, including health physics technicians necessary to control the amount of radiation received.

The Employer is to provide records of the weekly running total of the amount of radiation received by each Employee and to deliver same to each Employee.

**Section 3.** All special equipment, including safety equipment, shall be furnished by the Employer, and must comply with all local, state and federal regulations.

**Section 4.** The Employers covered by this Contract agree to abide by and enforce the Building Construction Industry Advancement Safety Program and the Building Trades Joint Safety Committee.

**Section 5.** When a Carpenter is performing welding or burning operations, another Carpenter shall assist and act as a safety man when the situation warrants and is mutually agreed to by both parties.

## **ARTICLE XXIV**

### **General Conditions**

**Section 1.** A suitable tool shed or room shall be furnished for the exclusive use of the Carpenters for safekeeping of tools and clothing, and shall be properly heated, and light shall be furnished when necessary, and under no circumstances shall materials be stored therein. The Steward shall be furnished with a key. In case of fire or theft of the tools or clothing placed within said shed or room for safe-keeping, the Employer shall be held responsible for such loss which shall not exceed a maximum of Seven hundred and fifty (\$750.00) Dollars for tools and for personal effects in each individual case. Settlement of any loss to be made within ten (10) working days and the Employee, if requested, shall furnish receipts for items purchased.

- a. Loss by theft must take place outside of working hours.
- b. When requested by the Employer, all tools must be listed with the Employer and marked for individual identification.
- c. The Employer shall not require the employee(s) to furnish, rent, lease or sell any power operated tools, machinery, equipment or trucks to an Employer, to be used on any work performed by the Employer.

**Section 2.** Pure clean drinking water shall be accessible at all times with sanitary paper cups available. Ice water shall be provided in warm weather.

**Section 3.** Suitable and sanitary toilet facilities shall be provided.

**Section 4.** All rubber boots necessary to the performance of the job shall be disinfected and in sanitary condition before being issued by the contractor to the individual on each and every occasion.

**Section 5.** In the event of foul weather and it is necessary that work proceed, the Employer agrees to supply those so involved with parka-type rain gear.

**Section 6.** The Employer shall provide equipment for sharpening employees' tools on the job, when necessary. When the Employee is initially employed, he shall arrive at the job site with his tools sharpened.

**Section 7.** The Employee(s) will be permitted to drink coffee at their assigned work locations, usually at midpoint between starting time and lunch period, so as not to unduly interfere with operations.

**Section 8.** All Employees directly employed by the Employer will maintain the same quitting time unless otherwise specifically provided by the contract of such other Employees.

**Section 9.** It is mutually agreed that when the Employer assigns an Employee(s) to observe the stability of forms while concrete is being poured, such Employee(s) shall be a qualified Carpenter(s). This shall apply to structural floors, beams, columns, retaining walls, etc.

When concrete is poured before, during and after regular working hours, a Carpenter shall remain on the job to perform his regular work and be available in case the forms need adjustment.

**Section 10.** The Employer shall not transfer or loan an employee(s) to another Employer on the job not in signed agreement with the Western



Pennsylvania Regional District Council of Carpenters, without the consent from the Western Pennsylvania Regional District Council of Carpenters.

## **ARTICLE XXV**

### **Equal Treatment**

The Union agrees that if it enters into a general collective bargaining agreement with another Employer or group of Employers covering employees for any geographical region of this Agreement, for the type of work covered by this Agreement, which grants said Employer(s) any more favorable terms and/or conditions than those contained in this Agreement, the Union shall notify the MBA of this fact and the Union will automatically extend such more favorable terms and/or conditions to Employers covered by this Agreement for the same corresponding geographical region, provided that the MBA seeks the more favorable terms.

It is further agreed that if the Union shall furnish or agree to furnish employees to any Employer for any project, in the geographical jurisdiction of this Agreement for the type of work covered by this agreement upon more favorable terms and/or conditions than those contained herein, the Union agrees that such more favorable terms and/or conditions as to that particular project

shall automatically be extended on that particular project to the Employers covered by this Agreement, provided that the MBA seeks the more favorable terms.

This provision is not intended to apply to NMAPC agreements, or shop or residential agreements with a contractor covering such work, provided the Union does not extend the terms of such shop or residential agreements to said contractor for the performance of work covered by this Agreement.

## **ARTICLE XXVI**

### **Acceptance of Agreement**

**Section 1.** It shall not be deemed necessary or required that an Employer member of the Master Builders' Association of Western Pennsylvania, Inc. and the Master Interior Contractors Association of Greater Pittsburgh, Pennsylvania shall sign an agreement for work in any area under the control of the Western Pennsylvania Regional District Council of Carpenters, except that it is agreed that the Employer shall pay the total wage package including all fringe benefits and monetary items in local agreement established for that area. All other provisions of this Contract shall be in full force and in effect.

## **ARTICLE XXVII**

### **Jurisdiction and Venue**

Both parties to this Contract hereby agree that any and all actions or causes of action, legal, equitable, or otherwise that may arise under this Contract shall be instituted and maintained in the County of Allegheny, Commonwealth of Pennsylvania.

The defense of improper or lack of venue shall not be raised by either party to this Contract. Should any Employer have its place of business outside of Allegheny County, it agrees that deputized service at the last known address given to the Union shall be proper service upon the Employer.

## **ARTICLE XXVIII**

### **Separability and Savings Clause**

If any article or section of this Agreement should be held invalid by federal law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any article should be restrained pending a final determination as to its validity, the remainder of this Agreement shall not be affected and shall remain in full force and effect. In the event that any article or section is held invalid, the parties hereto shall enter into

immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such article during the period of invalidity or restraint. If the parties hereto cannot agree on a mutually satisfactory replacement, either party shall be permitted to submit their demand to formal arbitration.

Any provision of this Agreement that is prevented from being put into effect, because of applicable legislation, executive order or regulations dealing with wage and price stabilization, then such provisions, or any part thereof, shall become effective at such time, in such amounts and for such periods, prospectively as soon as will be permitted by law at any time during the life of this Agreement or any extension thereof.

## **ARTICLE XXIX**

### **Prevailing Wage Freeze Clause**

On all projects governed by prevailing wage rates and in which escalators are not posted (annual increases), the wage rates in effect the date of the bid shall remain in effect for the duration of the project.

**AGREED TO THIS 1st DAY OF JUNE, 1998  
MASTER BUILDERS' ASSOCIATION  
OF WESTERN PENNSYLVANIA**

*/s/John C. Mascaro, President*

*/s/Jack W. Ramage, Secretary*

**MASTER INTERIOR CONTRACTORS  
ASSOCIATION OF GREATER  
PITTSBURGH PENNSYLVANIA**

*/s/Thomas L. Milletary, President*

**WESTERN PENNSYLVANIA REGIONAL  
DISTRICT COUNCIL OF CARPENTERS'**

*/s/John A. Brooks, Executive Secretary  
Treasurer*

*/s/David H. Hohman, Assistant Executive  
Secretary Treasurer*

## **RECOVERY ADDENDUM**

There are specific jobs within the scope of this Contract for which all of the wages and conditions contained herein may not be appropriate due to competition and other reasons. In such cases, adjustments will be made in accordance with recognized principles agreed to by the parties during negotiations. It is agreed that the adjustments contained in this Addendum will apply to projects identified by the Union and the Association.

The adjustments shall include but are not limited to the following:

- The Employer will pay overtime for all hours over ten (10) in one day and all hours over forty (40) in one week Monday through Friday. The Employer may schedule a minimum of eight (8) hours and a maximum of ten (10) hours in any day at straight time, Monday through Friday.
- Wages will be reduced by a minimum of 10% with fringe benefits being paid on the full hourly rate.
- All fringe benefits will be paid on a straight time basis for the number of hours worked only.

- Holidays falling on a weekday can be made up during that week (Monday through Saturday) at the straight time rate of pay. If a make-up day is scheduled, it shall be a mandatory work day for all carpenters.
- When a shift operation is required, whether it be eight (8) hours or ten (10) hours, employees shall be paid for actual hours worked. No shift shall be scheduled for less than eight (8) hours of working time.
- If two (2) ten (10) hour shifts are requested by the owner or deemed more feasible for the job operations, it is agreed that both shifts will work the full ten (10) hours of the shift, Monday through Friday with no premium time until after forty (40) hours have been worked.
- If forty (40) hours have been reached by Thursday, notification to work Friday, Saturday or Sunday will be given at the end of the shift Thursday.
- Other adjustments to the Contract may be made if the Union and the Association agree.

**AGREED TO THIS 1st DAY OF JUNE, 1998  
MASTER BUILDERS' ASSOCIATION  
OF WESTERN PENNSYLVANIA**

**/s/John C. Mascaro, President  
/s/Jack W. Ramage, Secretary**

**MASTER INTERIOR CONTRACTORS  
ASSOCIATION OF GREATER  
PITTSBURGH PENNSYLVANIA**

**/s/Thomas L. Milletary, President**

**WESTERN PENNSYLVANIA REGIONAL  
DISTRICT COUNCIL OF CARPENTERS**

**/s/John A. Brooks, Executive Secretary  
Treasurer  
/s/David H. Hohman, Assistant Executive  
Secretary Treasurer**



## **APPENDIX**

### **Wage Rates and Fringe Benefits Governing Carpenters on Commercial, Industrial, and Institutional Construction**

In addition to the following payments, 3% of Gross Wages, or the authorized amount, shall be deducted as Working Dues and submitted with the Fringe Benefit Payments on all Members. Also on all projects, two (\$.02) cents per hour paid, or the authorized amount, shall be deducted from all members for the Western Pennsylvania Regional District Council of Carpenters' Legislative Program and submitted with the fringe benefit payments. Also, beginning June 1, 1998 on all projects, two (\$.02) cents per hour paid, shall be contributed by the Employer on all members for the UBC Health and Safety Fund, two (\$.02) cents per hour paid, shall be contributed by the Employer on all members for the UBC Apprentice Fund, and two (\$.02) cents per hour paid shall be contributed by the Employer on all members for the UBC Labor-Management Education/Development Fund; (to be divided equally between the UBC Labor-Management Education/Development Fund and the WPRDCC/MBA Labor-Management Cooperation Fund); and two (\$.02) per hour paid shall be contributed by the Employer on Floor Coverer & Decorator Local Union 1759 employees for the UBC National Floor and Wall Fund.

### Journeyman

<u>Effective Date</u>	<u>Hourly Wage</u>	<u>Day Wage</u>	<u>Ind.Avd.Fund/ Appr.Trng.Fund.</u>	<u>Pension Fund</u>	<u>Medical Fund</u>	<u>Savings &amp; Annuity Fund</u>
6/1/98	\$20.95	\$167.60	1.5% of G.W.*	10% of G.W.	15% of G.W.	10% of G.W.
6/1/99	\$21.43	\$171.44	1.5% of G.W.	10% of G.W.	15% of G.W.	10% of G.W.
6/1/00	\$21.91	\$175.28	1.5% of G.W.	10% of G.W.	15% of G.W.	10% of G.W.
6/1/01	\$22.44	\$179.52	1.5% of G.W.	10% of G.W.	15% of G.W.	10% of G.W.
6/1/02	\$23.06	\$184.48	1.5% of G.W.	10% of G.W.	15% of G.W.	10% of G.W.
6/1/03	\$23.72	\$189.76	1.5% of G.W.	10% of G.W.	15% of G.W.	10% of G.W.
6/1/04	\$24.47	\$195.76	1.5% of G.W.	10% of G.W.	15% of G.W.	10% of G.W.

\* G.W. shall mean Gross Wages.

# Foremen

<u>Effective Date</u>	<u>Hourly Wage</u>	<u>Weekly Wage</u>	<u>Ind.Avd.Fund/ Appr.Trng.Fund.</u>	<u>Pension Fund</u>	<u>Medical Fund</u>	<u>Savings &amp; Annuity Fund</u>
6/1/98	\$22.45	\$898.00	1.5% of G.W.*	10% of G.W.	15% of G.W.	10% of G.W.
6/1/99	\$22.93	\$917.20	1.5% of G.W.	10% of G.W.	15% of G.W.	10% of G.W.
6/1/00	\$23.41	\$936.40	1.5% of G.W.	10% of G.W.	15% of G.W.	10% of G.W.
6/1/01	\$23.94	\$957.60	1.5% of G.W.	10% of G.W.	15% of G.W.	10% of G.W.
6/1/02	\$24.56	\$982.40	1.5% of G.W.	10% of G.W.	15% of G.W.	10% of G.W.
6/1/03	\$25.22	\$1,008.80	1.5% of G.W.	10% of G.W.	15% of G.W.	10% of G.W.
6/1/04	\$25.97	\$1,038.80	1.5% of G.W.	10% of G.W.	15% of G.W.	10% of G.W.

### General Foremen

<u>Effective Date</u>	<u>Hourly Wage</u>	<u>Weekly Wage</u>	<u>Ind.Avd.Fund/ Appr.Trng.Fund.</u>	<u>Pension Fund</u>	<u>Medical Fund</u>	<u>Savings &amp; Annuity Fund</u>
6/1/98	\$22.95	\$918.00	1.5% of G.W.*	10% of G.W.	15% of G.W.	10% of G.W.
6/1/99	\$23.43	\$937.20	1.5% of G.W.	10% of G.W.	15% of G.W.	10% of G.W.
6/1/00	\$23.91	\$956.40	1.5% of G.W.	10% of G.W.	15% of G.W.	10% of G.W.
6/1/01	\$24.44	\$977.60	1.5% of G.W.	10% of G.W.	15% of G.W.	10% of G.W.
6/1/02	\$25.06	\$1,002.40	1.5% of G.W.	10% of G.W.	15% of G.W.	10% of G.W.
6/1/03	\$25.72	\$1,028.80	1.5% of G.W.	10% of G.W.	15% of G.W.	10% of G.W.
6/1/04	\$26.47	\$1,058.80	1.5% of G.W.	10% of G.W.	15% of G.W.	10% of G.W.

\* G.W. shall mean Gross Wages

Apprentice Rates for Pre-Apprentices

<u>6/1/98</u>	<u>6/1/99</u>	<u>6/1/00</u>	<u>6/1/01</u>	<u>6/1/02</u>	<u>6/1/03</u>	<u>6/1/04</u>
\$8.38	\$8.57	\$8.76	\$8.97	\$9.22	\$9.49	\$9.79

Fringe Benefits for Pre-Apprentices\*

\*Pre-apprentices shall receive the Medical plan fringe benefit at 25% of gross wages after working 500 hours. No other fringe benefits are payable to the pre-apprentice.

Apprentice Rates for First and Second Year Apprentices

	<u>6/1/98</u>	<u>6/1/99</u>	<u>6/1/00</u>	<u>6/1/01</u>	<u>6/1/02</u>	<u>6/1/03</u>	<u>6/1/04</u>
First year	\$9.42	\$9.64	\$9.86	\$10.09	\$10.37	\$10.67	\$11.01
Second year	\$12.56	\$12.85	\$13.14	\$13.46	\$13.83	\$14.23	\$14.68

Fringe Benefits for First and Second Year Apprentices

<u>Effective Date</u>	<u>Ind.Adv.Fund/ Appr.Trng.Fund</u>	<u>Pension Fund</u>	<u>Medical Fund</u>	<u>Savings &amp; Annuity Fund</u>
6/1/98	1.5% of G.W.	5% of G.W.	25% of G.W.	5% of G.W.
6/1/99	1.5% of G.W.	5% of G.W.	25% of G.W.	5% of G.W.
6/1/00	1.5% of G.W.	5% of G.W.	25% of G.W.	5% of G.W.
6/1/01	1.5% of G.W.	5% of G.W.	25% of G.W.	5% of G.W.
6/1/02	1.5% of G.W.	5% of G.W.	25% of G.W.	5% of G.W.
6/1/03	1.5% of G.W.	5% of G.W.	25% of G.W.	5% of G.W.
6/1/04	1.5% of G.W.	5% of G.W.	25% of G.W.	5% of G.W.

\*G.W. shall mean Gross Wages

Apprentice Rates for Third and Fourth Year Apprentices

	6/1/98	6/1/99	6/1/00	6/1/01	6/1/02	6/1/03	6/1/04
Third year	\$15.71	\$16.07	\$16.43	\$16.82	\$17.29	\$17.78	\$18.35
Fourth year	\$18.85	\$19.28	\$19.71	\$20.19	\$20.75	\$21.34	\$22.01

Fringe Benefits for Third and Fourth Year Apprentices

Effective Date	Ind. Adv. Fund/ Appr. Trng. Fund	Pension Fund	Medical Fund	Savings & Annuity Fund
6/1/98	1.5% of G.W.	10% of G.W.	15% of G.W.	10% of G.W.
6/1/99	1.5% of G.W.	10% of G.W.	15% of G.W.	10% of G.W.
6/1/00	1.5% of G.W.	10% of G.W.	15% of G.W.	10% of G.W.
6/1/01	1.5% of G.W.	10% of G.W.	15% of G.W.	10% of G.W.
6/1/02	1.5% of G.W.	10% of G.W.	15% of G.W.	10% of G.W.
6/1/03	1.5% of G.W.	10% of G.W.	15% of G.W.	10% of G.W.
6/1/04	1.5% of G.W.	10% of G.W.	15% of G.W.	10% of G.W.

\*G.W. shall mean Gross Wages

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CARPENTERS' DISTRICT COUNCIL  
OF WESTERN PENNSYLVANIA  
AND  
THE MASTER BUILDERS' ASSOCIATION  
AND  
MASTER INTERIOR CONTRACTORS  
ASSOCIATION  
Effective June 1, 1982**

This Memorandum is jointly agreed to as a positive solution to promote the proper and timely payment of wages and fringes by all Employers signatory to the Collective Bargaining Agreement between the Master Builders' Association of Western Pennsylvania, Inc., the Master Interior Contractors Association of Greater Pittsburgh, Pennsylvania, and the Carpenters' District Council of Western Pennsylvania. This Memorandum specifically applies to Article XV, Section 1-A of this Agreement.

It is not the intent of the parties to have multi-employer projects shut-down because of non-payment of wages or fringes by an Employer on the project. Both parties agree to take immediate positive action to prevent such a shut-down and prevent the Employer from violating the monetary obligations under this Agreement.



Such positive action shall include the following:

1. The Trustees of the Trust Funds, through their Administrator, shall furnish each Contractors' Association and the Union with a list of delinquent Contractors each month.
2. The Contractor agrees that he will not subcontract any portion of his job to any Contractor whose name appears on the delinquent list until such contractor has paid all delinquent monies to the various Trust Funds.
3. If a Subcontractor becomes delinquent after commencing work for the Contractor, the Union shall notify by telegram the Prime or General Contractor and the violating Employer of the non-payment and/or delinquency of the violating Employer.
4. The Union shall have the right to withhold the employees of the violating Employer after twenty-four (24) hours of notice in (3) above, if the violation has not been corrected.
5. Within five (5) working days of notice in (3) above, the Prime or General Contractor will attempt to schedule a meeting with the violating Employer and the Union to discuss and resolve the non-payment issue. If this

cannot be done, and the General Contractor refuses to satisfy the subcontractor's liability to the proper Funds, the Union shall have the right to engage in a strike and such strike shall not be deemed to be a violation of this Agreement.

### **CONSTRUCTION REVIEW AND PROMOTION COMMITTEE**

The Employer and the Union agree to meet monthly on the fourth (4th) Thursday of each month, to discuss and review construction activities and projects. The prime purpose of this Committee is to mutually assist and promote Union Construction, with the understanding that the Employer and Union pledge their cooperation and support to develop policies and programs to actively promote and encourage the greater utilization of Union construction in Western Pennsylvania. Any Employer alleged to be in violation of the intent of this Contract, will be referred immediately to the Construction Review and Promotion Committee. If the "Committee" cannot agree, the matter will then be processed under Article XIV, Section 2(f) of this Contract. If found to be guilty, the Employer will forfeit any and all special conditions, privileges, special wage rates or understandings, as stipulated in the June 16, 1985 - May 13, 1987 Addendum to the June 1, 1982 - May 31, 1985

Contract, and shall immediately revert back to the terms and conditions of the original June 1, 1982 - May 31, 1985 Contract and wages in the 1994-1998 Contract. The decision will be final and binding on all parties.

### **LATHERS' JURISDICTION**

The Employers recognize that Lathers' are represented by the Western Pennsylvania Regional District Council of Carpenters governing the Lathers' geographical and trade jurisdiction.

In the event any Master Builders' Association Contractor performs any work traditionally and historically that of the Lather, it is agreed the Master Builders' Association will be bound by the agreement between the Western Pennsylvania Regional District Council of Carpenters and the Master Interior Contractors' Association.

**AGREED TO THIS 1st DAY OF JUNE 1998**

**MASTER BUILDERS' ASSOCIATION  
OF WESTERN PENNSYLVANIA**

**/s/John C. Mascaro, President**

**/s/Jack W. Ramage, Secretary**

**MASTER INTERIOR CONTRACTORS  
ASSOCIATION OF  
GREATER PITTSBURGH, PA**

**/s/Thomas L. Milletary, President**

**WESTERN PENNSYLVANIA REGIONAL  
DISTRICT COUNCIL OF CARPENTERS**

**/s/John A. Brooks, Executive Secretary  
Treasurer**

**/s/David H. Hohman, Assistant Executive  
Secretary Treasurer**

## **WPRDCC LOCALS COVERING THE MASTER BUILDERS' ASSOCIATION AGREEMENT**

### **ALLEGHENY COUNTY**

- Western Portion:** David Hohman  
(412) 922-6200 ext. 238
- Local #142** Western PA Regional District  
Council of Carpenters  
495 Mansfield Avenue  
Pittsburgh PA 15205
- Eastern Portion:** Zane Smigas  
(412) 922-6200 ext. 230
- Local #165** Western PA Regional District  
Council of Carpenters  
495 Mansfield Avenue  
Pittsburgh PA 15205
- Northern Portion:** Pat Romano  
(412) 922-6200 ext. 237
- Local #211** Western PA Regional District  
Council of Carpenters  
495 Mansfield Avenue  
Pittsburgh PA 15205
- Southern Portion** Bill Waterkotte  
(412) 922-6200 ext. 231
- Local #230** Western PA Regional District  
Council of Carpenters  
495 Mansfield Avenue  
Pittsburgh PA 15205

**ARMSTRONG & WESTMORELAND COUNTIES**

Local #333 - Armstrong County

Local #462 - Westmoreland County

Robert Sommers  
(412) 798-8331  
750 Old Leechburg Road  
Pittsburgh PA 15239

**BEAVER & BUTLER COUNTIES**

Local #922

Dennis Rousseau  
(412) 262-5966  
2062 Darlington Road  
Beaver Falls PA 15010

**FAYETTE, GREENE & WASHINGTON COUNTIES**

Local #1010 - Fayette and Greene Counties

Local #541 - Washington County

Santos Maldonado  
(412) 326-4758  
P.O. Box 101  
Fayette City PA 15438

**LAWRENCE COUNTY**

Local #268

Sam Shilling  
(724) 342-9051  
326 Brooklyn Street  
Sharon PA 16146

**WPRDCC LOCALS COVERING THE MASTER  
BUILDERS' ASSOCIATION AGREEMENT  
Continued**

**FLOOR COVERERS & DECORATORS**

Local #1759	Robert Meyer (412) 922-0977 495 Mansfield Avenue Pittsburgh PA 15205
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**CARPENTERS' COMBINED FUNDS, INC**

Administrator	James Klein (412) 922-5330 495 Mansfield Avenue Pittsburgh PA 15205
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**OTHER WPRDCC LOCALS AFFILIATED  
WITH THE WESTERN PENNSYLVANIA  
REGIONAL DISTRICT COUNCIL OF  
CARPENTERS**

**CAMBRIA, INDIANA AND SOMERSET  
COUNTIES**

Local #1419	Lee Manges (814) 754-5140 167 Wilson Street Central City, PA 15926
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## HEAVY & HIGHWAY

Local #2274

James Strutt  
Richard Shreckengost  
(412) 922-6210  
495 Mansfield Avenue  
Pittsburgh PA 15205

## MILLMEN

Local #1160

Michael DiLucia  
(412) 922-6204  
495 Mansfield Avenue  
Pittsburgh PA 15205

## MILLWRIGHTS

Local #2235

Edward Dominick  
(412) 922-6208  
495 Mansfield Avenue  
Pittsburgh PA 15205

## PILE DRIVERS

Local #2235

William Winter  
(412) 922-8842  
495 Mansfield Avenue  
Pittsburgh PA 15205